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8 *Attorneys for Plaintiff, Deutsche Bank Trust Company Americas as Trustee RALI 2006QA5*

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 DEUTSCHE BANK TRUST COMPANY
12 AMERICAS AS TRUSTEE RALI 2006QA5,

13 Plaintiff,

14 vs.

15 NORTH AMERICAN TITLE INSURANCE
16 COMPANY,

17 Defendant.

Case No.: 2:19-cv-00434-APG-VCF

**STIPULATION AND ORDER TO STAY
CASE PENDING APPEAL**

18 Deutsche Bank Trust Company Americas as Trustee RALI 2006QA5 (hereinafter
19 “Deutsche Bank”), and Defendant, North American Title Insurance Company (“NATIC”),
20 (collectively, the “Parties”), by and through their counsel of record, hereby agree and stipulate as
21 follows.

22 **WHEREAS**, there are now currently pending in the United States District Court for the
23 District of Nevada more than three dozen actions between national banks, on the one hand, and
24 their title insurers, on the other hand (the “Actions”);

25 **WHEREAS**, each of the Actions involves a title insurance coverage dispute wherein the
26 national bank contends, and the title insurer disputes, that a title insurance claim involving an
27 HOA assessment lien and subsequent sale was covered by a policy of title insurance;
28

1 **WHEREAS**, in many of these Actions, the title insurer underwrote an ALTA 1992 loan
2 policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9 Endorsement
3 and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5 Endorsement (the
4 “Form Policy”);

5 **WHEREAS**, many of the Actions implicate common questions of interpretation of the
6 Form Policy;

7 **WHEREAS**, the national bank in one of these actions has now appealed a judgment of
8 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National*
9 *Title Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-
10 WGC) (the “*Wells Fargo II* Appeal”);

11 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in
12 the *Wells Fargo II* Appeal may touch upon issues regarding the interpretation of the Form Policy
13 and the reasonableness of the insurer’s denial, that could potentially affect the disposition of the
14 other Actions, including the instant action;

15 **WHEREAS** the Parties agree that it is appropriate and desirous to stay the instant action
16 pending the disposition of the *Wells Fargo II* Appeal, that a stay of the instant action will not
17 prejudice either of the Parties, and that a stay of the instant action will best serve the interests of
18 judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on the
19 *Wells Fargo II* Appeal might affect the disposition of this case);

20 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
21 stipulate and agree as follows:

- 22 1. The instant action shall immediately be **STAYED**, pending the disposition of the *Wells*
23 *Fargo II* Appeal.

